

Shapiro

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Attorneys at Law

MEMO ENDORSED

VIA ECF

August 12, 2024

Hon. Edgardo Ramos
United States District Judge
United States District Court
Southern District of New York
40 Foley Square
New York, New York 10007

The motion for reconsideration is denied. Defendants do not dispute that the recording was not presented to the arbitrator, and they provide no authority to suggest that the mere mention of the recording in testimony would allow the Court to consider it here. The Clerk of Court is respectfully directed to terminate the motion, Doc. 152. SO ORDERED.



Edgardo Ramos, U.S.D.J.
Dated: August 13, 2024
New York, New York

Re: MSV Synergy, et ano v. Saadia Shapiro, et ano
Case No. 1:21-cv-07578-ER

Dear Judge Ramos:

Dear Judge Ramos:

I am the defendant *pro se* in the above matter and my firm is the attorney for defendant Paz. I write to ask for reconsideration of your decision dated August 9, 2024 denying the submission of an audio recording in my motion to vacate the arbitration award.

This recording was submitted by the plaintiffs as MSV000563 in discovery so there are no surprises or need for authentication. This recording was also specifically mentioned in testimony in the hearing on page 427 of the transcript. The only reason it was not presented as affirmative evidence during the arbitration hearing was because the issue of fraud was not raised in the arbitration, but only by the arbitrator herself after the close of the evidence. Like any litigant, I addressed the claims raised by the plaintiffs, which were limited to breach of contract and breach of the guarantee. It was only after the award was rendered, and I was found liable for fraud, that the recording became important.

While I recognize that, generally, materials not presented to the arbitrator are not relevant on a motion to vacate or confirm the award, this recording was mentioned to the arbitrator in testimony, and therefore the actual recording should, respectfully, be considered. This is as far from a technical issue as could be imagined--the recording is an absolute exoneration regarding the arbitrator's surprise conclusion in the award that transferring the escrow money to the factories' agent, to be forwarded to the factory, was improper, as well as irrefutable proof that plaintiff recognized and acknowledged that deliveries during the pandemic could take 12 months.

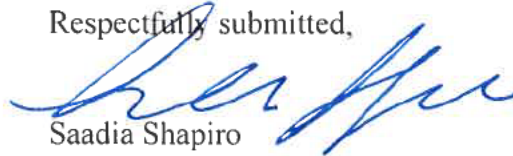
Thank you again for your consideration.

Shapiro

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Respectfully submitted,



Saadia Shapiro

cc: Kevin Fritz, Esq. (via ECF)